UMB FIELDWORK AND BOATING:

ASSUMPTION OF RISK, WAIVER AND RELEASE

*(Please read this statement carefully & initial each paragraph)*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned, in consideration of the University of Massachusetts Boston (UMass Boston) in providing me with the opportunity to engage in scientific field activities under UMass Boston auspices do hereby affirm and acknowledge that:

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| 1. **I have been fully informed of the inherent hazards and risks associated with fieldwork and boating***;*that these risks can lead to severe injury and even loss of life. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I recognize and understand the dangers and hazards inherent fieldwork and boating to which I may be exposed to could include but are not limited to:** drowning, near-drowning, marine life , and others. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **My participation in fieldwork and any boating is voluntary;** I have the right and responsibility to refrain if I feel the activity or conditions are not safe, that my fitness is not adequate, or for any other reason. I understand I will not be penalized in my employment or academic record for any such refusal. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I understand that fieldwork and boating can be physically strenuous and that I may be exerting myself during activities** **and that if I am injured as a result of;** heart attack, panic, near-drowning, etc. that I expressly assume the risk of said injuries. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I hereby consent and agree to assume the costs of any medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.** | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I understand that there are also risks associated with travel to go to and from sites;** including, but not limited to the possible injury or loss of life as a result of an accident in travel to and from sites via any means of transportation such as boats or automobiles. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I understand that operations may be conducted at a site that is remote either by time or distance and/or both, from competent medical assistance.** Nevertheless, I choose to proceed even in the absence of a readily competent medical assistance in proximity to the dive sites and/or locations. 2. **I give my permission for emergency first aid or other treatment in the field.** I understand that if an accident occurs, I could be non-responsive, and I consent to treatment deemed necessary. | \_\_\_\_\_\_\_\_\_ *(Initial)*  \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **RELEASE AND WAIVER OF LIABILITY:** |  |
| 1. I do for myself, my heirs, executors, and administrators hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions, or cause of action on account of damage to personal property, or personal injury or death which may result from my participation, and with or without the fault or negligence of the University, its trustees, officers, employees, agents, volunteers, and assigns during the period of my participation as aforesaid; | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. I hereby assume any and all risks connected with my participation in this activity and I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions for property damage or personal injury or death which may result from my participation and with or without the fault or negligence of the University, the Commonwealth, its trustees, officers, employees, students, agents, volunteers, and assigns during the period of my participation. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian**. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
| 1. **I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.** Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. | \_\_\_\_\_\_\_\_\_ *(Initial)* |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian Name: *(please print) (if under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Info: *(please print)* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian Signature: *(if under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact Phone # |

*This release is to be continuing in nature and will apply to any injuries or death arising out of or related to any activities for the duration of my work for UMass Boston.*